

2-126A001

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RECORDATION NO

13660-B
FILED 1425

MAY 5 1992 -9 10 AM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO

13660-C
FILED 1425

MAY 5 1992 -9 10 AM

INTERSTATE COMMERCE COMMISSION

May 5, 1992

Recordation No. 13660

RECORDATION NO

13660-D
FILED 1425

MAY 5 1992 -9 10 AM

INTERSTATE COMMERCE COMMISSION

\$48.00 filing fees

Dear Mr. Strickland:

On behalf of Confederation Leasing Limited, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, executed counterparts of three secondary documents, not previously recorded, entitled:

1. Acknowledgment of Lease Amendment, effective 13660-B
January 1, 1988, acknowledgment made as of
March 31, 1992 ("Amendment");
2. Assignment of Lease, made as of January 1, 1992 - 13660-C
("Greyvest Assignment");
3. Assignment of Lease, made as of March 31, 1992 13660-D
("Canada Lease Assignment").

1. The parties to the Amendment are:

Greyvest Leasing, Inc. - Lessor
Suite 1300
20 Adelaide Street East
Toronto, Ontario M5C 2T6
Canada

Canadian Pacific Limited - Lessee
Suite 918
40 University Avenue
Toronto, Ontario M5J 1T1
Canada

MAY 5 9 05 AM '92
MOTOR OPERATING UNIT

Counter Parts - G. H. Harrison

The Amendment acknowledges that certain Lease Amending Agreement of January 1, 1988 wherein certain provisions of the Lease of Railroad Equipment dated April 1, 1975 and recorded under Recordation No. 13660 on June 11, 1982, are changed and the identification of the units covered are restated.

The Amendment should be recorded under Recordation No. 13660- *B* .

The equipment covered by the Amendment is identified in Schedule "A" and Schedule "B" thereto, namely 563 hopper cars.

A short summary of the Amendment to appear in the ICC Index is as follows:

"Covers 563 hopper cars, NAHX and CPAA numbers"

2. The parties to the Greyvest Assignment are:

Greyvest Leasing Inc. - Assignor
Suite 1300
20 Adelaide Street East
Toronto, Ontario M5C 2T6
Canada

Canada Lease Financing (Western) Ltd. - Assignee
Suite 1300
20 Adelaide Street East
Toronto, Ontario M5C 2T6
Canada

The Greyvest Assignment sells, transfers, conveys and assigns to Assignee all right, title and interest of Assignor in, to and under that certain Lease, as amended, filed and recorded under Recordation No. 13660.

The Greyvest Assignment should be recorded under Recordation No. 13660- *C* .

The equipment covered by the Greyvest Assignment is as covered by the Lease under Recordation No. 13660, as amended.

A short summary of the Greyvest Assignment to appear in the ICC Index is as follows:

“Covers units in Lease, as amended”

Please also index the Greyvest Assignment under the name of the Assignee, Canada Lease Financing (Western) Ltd. in the “Vendee” Index Book (“white pages”).

3. The parties to the Canada Lease Assignment are:

Canada Lease Financing (Western) Ltd. - Assignor
Suite 1300
20 Adelaide Street East
Toronto, Ontario M5C 2T6
Canada

Confederation Leasing Limited - Assignee
321 Bloor Street East
Toronto, Ontario M4H 1H1
Canada

The Canada Lease Assignment sells, transfers, conveys and assigns to Assignee all right, title and interest of Assignor in, to and under that certain Lease, as amended, filed and recorded under Recordation No. 13660.

The Canada Lease Assignment should be recorded under Recordation No. 13660-D .

The equipment covered by the Canada Lease Assignment is as covered by the Lease under Recordation No. 13660, as amended.

A short summary of the Canada Lease Assignment to appear in the ICC Index is as follows:

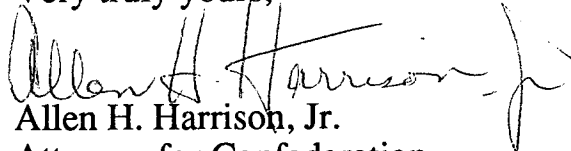
“Covers units in Lease, as amended”

Please also index the Canada Lease Assignment under the name of the Assignee, Confederation Leasing Limited in the “Vendee” Index Book (“white pages”).

Enclosed are checks in the total amount of forty eight dollars (\$48.00) in payment of the filing fees.

Once the filings have been made, please return to bearer the stamped counterpart(s) of the documents not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filings and the two extra copies of this letter of transmittal.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Allen H. Harrison, Jr.", with a stylized flourish at the end.

Allen H. Harrison, Jr.
Attorney for Confederation
Leasing Limited for the purpose
of this filing

The Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423
Enclosures

BY HAND

REGISTRATION NO. 13660-D FILED 1425

MAY 5 1992 - 9 10 AM

INTERSTATE COMMERCE COMMISSION

Assignment of Lease

THIS ASSIGNMENT is made this 31st day of March, 1992

BETWEEN:

CANADA LEASE FINANCING (WESTERN) LTD.
a corporation incorporated under the
laws of Alberta,

(hereinafter called the "Assignor")

OF THE FIRST PART,

- and -

CONFEDERATION LEASING LIMITED,
a corporation incorporated under the
laws of Ontario,

(hereinafter called the "Assignee")

OF THE SECOND PART.

WHEREAS the Assignor, the Assignee and Greyvest Leasing Inc. have entered into a Railcar Purchase and Lease Assignment Agreement dated as of March 31, 1992 (the "Purchase Agreement");

THIS ASSIGNMENT WITNESSES that in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration (the receipt whereof is hereby acknowledged), the Assignor hereby sells, transfers, conveys and assigns to the Assignee, its successors and assigns, absolutely, as of the date hereof, all of the Assignor's right, title and interest in and to and the benefit of:

- (i) the Lease (as defined in the Purchase Agreement) and any amendments thereto and any promissory notes, guarantees or other evidences of indebtedness collateral thereto;

- (ii) all present and future rentals and all other moneys due or to become due under the Lease commencing April 1, 1992 (including any payments from the Lessee or any other source which indemnify for the termination of the Lease or the destruction, loss, damage, confiscation or removal from service of any of the Railcars);
- (iii) the benefit of all covenants and all waivers, releases, indemnities and other obligations of the Lessee under the Lease; and
- (iv) all other rights and remedies under the Lease.

THE ASSIGNOR agrees that all amounts received by it after the date hereof in connection with the Lease shall be held by it in trust for and shall be forthwith paid over to the Assignee without any requirement of notice or demand.

THIS ASSIGNMENT and everything herein contained shall enure to the benefit of and be binding upon the successors and assigns of the Assignor and the Assignee.

THIS ASSIGNMENT is governed by the laws of the Province of Ontario and is delivered pursuant to the Purchase Agreement. Capitalized terms when used herein and not defined shall have the same meaning ascribed to them in the Purchase Agreement.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed by its duly authorized officers in that behalf on the date first above written.

CANADA LEASE FINANCING
(WESTERN) LTD.

Per: _____



SENIOR VICE PRESIDENT

PROVINCE OF ONTARIO

CITY OF TORONTO

) In the matter of an
) Assignment of Lease
) between Confederation Leasing
) Limited and Canada Lease
) Financing (Western) Ltd.
) made March 31, 1992

On this 31st day of March, 1992, before me personally appeared Leonard J. Micallef to me personally known, who, being by as duly sworn, says that he is the Senior Vice-President of Canada Lease Financing (Western) Ltd., that said instrument was signed and on behalf of said Corporation with due authority, that he signed the said instrument on March 31, 1992 on behalf of said Corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.



Notary Public in and for the
Province of Ontario

(Notarial Seal)